



7C 49951
Manufacturing ORIGINAL (Red) Assoc
Manufacturers' Association of Delaware Valley

Valley Forge Corporate Center, P.O. Box 770, Valley Forge, PA 19482 • (215) 666-7330

April 11, 1988

Ms. Suzanne Billings
U. S. Environmental Protection Agency, Region III
PA CERCLA Remedial Enforcement Section (3HW12)
841 Chestnut Building, 6th Floor
Philadelphia, PA 19107

RE: Mail Code 3HW12

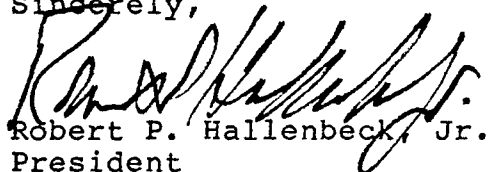
Dear Ms. Billings:

Pursuant to your request of March 31, 1988, which we received on April 4, 1988, our responses to your numbered questions are as follows:

1. None
2. None
3. None
4. None
5. None
6. None
7. Enclosed
8. We are the present owner of the property on which our facility is located, at the corner of Trooper and Van Buren Roads. Our facility is not shown on the maps of the Corporate Center in figures 1.1, 1.2, or 1.3 that were included with your letter.

If you need further information, please do not hesitate to contact me.

Sincerely,


Robert P. Hallenbeck, Jr.
President

RPH:scs
Enclosure

AR200689

*The Title Insurance Corporation
of Pennsylvania*

ORIGINAL
(Red)

353955-N

No. _____

DESCRIPTION OF PREMISES:

ALL THAT CERTAIN lot or piece of ground with the buildings and improvements thereon erected, Situate in the Township of Lower Providence, County of Montgomery and Commonwealth of Pennsylvania, bounded and described as follows, to wit:

BEGINNING at a point at the intersection of the title lines of Trooper Road (Fifty feet wide) also called Valley Forge Road and Van Buren Avenue (Sixty feet wide); thence extending along said title line in the bed of Van Buren Avenue, North forty eight degrees West, a distance of Two hundred fifty feet to a point; thence extending North forty two degrees East, Two hundred forty seven and five tenths feet to a point; thence extending South forty eight degrees East, Two hundred fifty feet to a point in the title line in the bed of Trooper Road (Valley Forge Road); thence extending along the title line in the bed of Trooper Road (Valley Forge Road), South forty two degrees West, Two hundred forty seven and five tenths feet to the first mentioned point and place of beginning.

RECITAL

Being part of the same premises which Edgar C. B. Kirsopp and Mary P. Kirsopp, his wife by Indenture bearing date the 14th day of April AD, 1958 and recorded at Norristown in the office for the Recording of Deeds, in and for the County of Montgomery on 22nd day of April AD, 1958 in Deed Book No. 2869 Page 593 etc., granted and conveyed unto Valley Forge Industrial Park, Inc., in fee.

AR200690

1959 RIGHT OF WAY:-VALLEY FORGE INDUSTRIAL PARK, INC., a Corp. of Pa.
1/8th,
\$1.00

TO PHILADELPHIA ELECTRIC COMPANY, D.B. 2944 page 478.

WHEREAS, grantor is the owner of a certain tract or parcel of ground situate in Lower Providence Twp., Montgomery Co., Pa. described as follows:

BEGINNING at a pt. in the title line of Valley Forge Rd. (50' w) which pt. is at the dist. of 3182.48 ft. measured S. 42* W. from the inters. there with the title line of Egypt Rd. (50'w); th. extg. alg. the title line of sd. Valley Forge Rd. S. 42* W. 1475 ft. to a pt.; th. leaving sd. road following courses and distances: (1) N. 48* W. 959.59 ft. and (2) N. 42* E. 1600' and (3) S. 48' E. 834.50' and (4) S. 42* W. 125' and (5) S. 48* E. 125 ft. to a pt. in the title line of Valley Forge Rd. being the point and place of beginning; and

WHEREAS, the grantor is in the process of developing the above mentioned tract of ground as an Industrial Park and desires grantee to supply sd. Industrial Park with electric and gas service which service the sd. grantee is willing to supply.

NOW THEREFORE, THIS INDENTURE WITNESSETH: THAT the sd. grantee as well for and in cons. of the sum of \$1.00---does hereby give and grant to the sd. grantee and its successors and assigns, the full, free and uninterrupted right, liberty and privilege to place, renew, relocate, operate and maintain on, over, under and across the sd. prems. and the various highways now existing or subsequently established, intersecting and abutting sd. prems., such facilities as shall be necessary to supply the grantor and the other owners, tenants and occupiers of sd. premises, and those adjacent thereto, with electricity and gas service, together with the right of ingress and egress and the right to trim and keep trimmed, in a workmanlike manner, all trees to the extent deemed necessary by sd. grantee to provide sufficient clearance for the protection of the afd. facilities; and together with the right to attach sd. facilities to the buildings erected or to be erected on sd. premises.

UNDER AND SUBJECT to the conditions that the facilities shall be placed at convenient locations on the sd. premises, and should the electric facilities of the sd. grantee, outside the limits of the sd. highway interfere with improvements or alterations to buildings thereon erected, the sd. grantee shall, at its own expense, relocate same on the afd. premises, so as to avoid such interference.

THE aforesaid rights for gas facilities are granted with the understanding that no building or other obstructions of any kind shall be erected upon, over, under or across sd. gas facilities by the grantor or that in any manner shall interfere with the rights granted herein to the said grantee.

Cons. cer. to be less than \$100.00
State Stamps \$.01

Rec: 2/16/1959
D.B: 2944 page 478.

AR200691

1964
Dec. 29

ASSIGNMENT OF LEASE:

KNOW ALL MEN BY THESE PRESENTS, that

WHEREAS, VALLEY FORGE INDUSTRIAL PARK, INC., a Pennsylvania corporation, having its principal office at Valley Forge, Pennsylvania, hereinafter referred to as OWNER, is the present owner in fee simple of the property briefly described as:

Situate in Lower Providence Township, Montgomery County, Pennsylvania, being lots with the buildings and improvements thereon, No. 1501, 1502, 1604 and 1605 in Valley Forge Industrial Park as more fully described in the Mortgage.

WHEREAS, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, a corporation of the state of New Jersey, having its principal office in the city of Newark, New Jersey, hereinafter referred to as PRUDENTIAL, is about to become the owner and holder of a first mortgage executed by OWNER covering the said property which mortgage secures a note evidencing the principal indebtedness of five hundred thousand and 00/100 dollars (\$500,000.00) and

WHEREAS, a portion of or all said mortgaged premises has been demise to James Lees and Sons Company and Container Corporation of America hereinafter referred to as Lessee under leases dated April 18, 1963 with supplement dated April 2, 1964, and July 29, 1960, respectively,

hereinafter referred to as the "Lease" and

WHEREAS PRUDENTIAL as a condition to making the loan secured by said mortgage, has required an assignment of the said Lease as additional security for said loan and for the performance by OWNER of each and all of OWNER'S obligations, covenants, promises and agreements as set forth in said mortgage, in this Assignment, and in any other instrument securing said loan.

NOW, THEREFORE, in consideration of PRUDENTIAL making said loan, OWNER hereby grants, assigns, transfers and sets over unto PRUDENTIAL the said Lease, and for the consideration of the aforesaid OWNER hereby covenants and agrees with PRUDENTIAL that OWNER will not, without the written consent of PRUDENTIAL first has and obtained;

- (a) Cancel said lease nor accept a surrender thereof;
- (b) Reduce the rent nor accept payment of any installment of rent in advance of the due date thereof;
- (c) Modify said lease in any way nor grant any concession in connection therewith;
- (d) Consent to an assignment of Lessee's interest or to a sub-letting;

and any of the above acts, if done without such consent of PRUDENTIAL, shall be, at the option of PRUDENTIAL, null and void.

PRUDENTIAL by acceptance of this Assignment, covenants and agrees to and with OWNER that, until a default shall occur in the performance of OWNER'S covenants or in the making of the payments provided for in said mortgage or note, OWNER may receive, collect and enjoy the rents, issues and profits accruing under said Lease; but it is covenanted and agreed by OWNER, for the consideration aforesaid, that the happening of any default in performance of said covenants or in

AR200692

(OVER).

ORIGINAL
(Red)

DEED BOOK 3365 page 996.

the making of the payments provided for in the said mortgage or note, PRUDENTIAL may, at its option, receive and collect all the said rents, issues and profits. OWNER in the event of default in any of the payments or in performance of any of the terms, covenants or conditions of the aforesaid mortgage or note, hereby authorized PRUDENTIAL at its option to enter upon the said mortgaged premises by its officers, agents or employees for the collection of the rents and for the operation and maintenance of said mortgaged premises, OWNER hereby authorizing PRUDENTIAL in general to perform all acts necessary for the operation and maintenance of said premises in the same manner and to the same extent that OWNER might reasonably so act. PRUDENTIAL shall, after payment of all proper charges and expenses, credit the net amount of income which it may receive by virtue of the within Assignment and from the mortgaged premises to any amounts due PRUDENTIAL, from OWNER under the terms and provisions of the aforesaid note and mortgage. The manner of the application of such net income and the item which shall be credited shall be within the sole discretion of PRUDENTIAL.

OWNER hereby covenants and warrants to PRUDENTIAL that OWNER has not executed any prior assignment of said Lease or rentals, nor has OWNER performed any acts or executed any other instrument which might prevent PRUDENTIAL from operating under any of the terms and conditions of this Assignment, or which would limit PRUDENTIAL in such operation; and OWNER further covenants and warrants to PRUDENTIAL that OWNER has not executed or granted any modification whatever of said Lease, either orally or in writing, and that the said Lease is in full force and effect according to its original terms, and that there are no defaults now existing under the said Lease.

OWNER hereby irrevocably authorizes and directs Lessee and any successor to the interest of Lessee, upon receipt of any written request of PRUDENTIAL stating that a default exists in the payments due under, or in the performance of any of the terms, covenants or conditions of, the aforesaid mortgage or note, to pay to PRUDENTIAL the rents due and to become due under the Lease. OWNER agrees that Lessee shall have the right to rely upon any such statement and request by PRUDENTIAL, that Lessee shall pay such rents to PRUDENTIAL, without any obligation or right to inquire as to whether such default actually exists and notwithstanding any notice from or claim of OWNER to the contrary, and that OWNER shall have no right or claim against Lessee for any such rents so paid by Lessee to PRUDENTIAL. Upon the curing of all defaults, PRUDENTIAL shall give written notice hereof to Lessee and thereafter, until the possible receipt of any further similar requests of PRUDENTIAL, Lessee shall pay the rents to OWNER.

All the covenants and agreements hereinabove contained on the part of either party shall apply to and bind their heirs, executors or administrators, successors or assigns. The word OWNER shall be construed to mean any one or more persons or parties who are holders of the legal title or equity of redemption to or in the aforesaid mortgaged premises. The word "mortgage" shall be construed to mean the security instrument, whether mortgage, loan deed, trust deed, vendor's lien, or otherwise; and the word "note" shall be construed to mean the instrument evidencing the indebtedness, whether note or bond.

AR200693

(OVER).

ORIGINAL
(Red)

IN WITNESS WHEREOF, OWNER has executed this Assignment in form proper and sufficient in law to bind OWNER, this twenty-ninth day of December, 1964.

VALLEY FORGE INDUSTRIAL PARK

ACK: eo die
REC'D: 12-30-1964
D.BK: 3365-996

AR200694